OFFICIAL FILE ILLINOIS COMMERCE COMMISSION ILLINOIS COMMERCE COMMISSION ILLINOIS COMMERCE Commission

527 E. Capitol Avenue Springfield, Illinois 62701

Fo	r Commissio	n Use Only:	
Case:	08	-026	4

ORIGINAL

Regarding a complaint by (Person n	naking the complaint):	KING'S WALK CONDOMINI	UM ASSOCIATION
Against (Utility name):	Commonwealth Edis	on Company	
As to (Reason for complaint)	Refund the Balance	of Overcharges/Overpayments	s for electricity
in Rolling Meadows	Minois.		HIET SE SAMON
III TOMING WEADOWS	INHOIS.		MER P AP
TO THE ILLINOIS COMMERCE COM My mailing address is The service address that I am com		S: KING'S WALK CONDOMINIUM ASS % Vanguard Community Managem 50 E. Commerce Drive - #110 - So valk & Euclid & Plum Grove in R	chaumburg, Illinois 60123
My home telephone is		[]	
Between 8:30 A.M. and 5:00 P.M. wi	eekdays, I can be reached at	Tel:[847] 490-3833 Fax: (8	847) 490-9807
My e-mail address is	Commonwealth Ediso	I will accept documents by electronic mean	
(Full name of utility company)to the provisions of the Illinois Pub		(respo	ondent) is a public utility and is subject
In the space below, list the specific 83 Illinois Administrative Illinois Commerce Commil Illinois Commerce Commil Illinois Commerce Commil Illinois Commerce Commil Illinois Commerce Commi	section of the law, Commission Code Section 280.75 Refu ssion Public Utilities Act 5 ssion Public Utilities Act A ssion Public Utilities Act A ssion Public Utilities Act A ssion Public Utilities Act A	79-252.1 Refunds Article IX Sec. 9-101 Rates Article IX Sec. 9-102 & 9-104 Rates Article IX Sec. 9-240 & 9-241 Rates	with your complaint.
Have you contacted the Consumer	Services Division of the Illinois C	Commerce Commission about your complaint?	🔀 Yes 🔲 No
Has your complaint filed with that (office been closed?		X Yes No

Please state your complaint briefly. Number each of the paragraphs. Please include time period and dollar amounts involved with your complaint. Use an extra sheet of paper if needed.

Re: ComEd Accounts #4993517010 & #4993518017 & #4993690014 & #4993691011 & #4993692018 & #4993693015.

- 1. ComEd made a mistake when they changed our rate on six of our seven accounts from Rate 14 to Rate 6. Our seventh account was always billed properly on Rate 14.
- 2. ComEd admitted their mistake.
- 3. ComEd corrected their mistake when they changed our six accounts from Rate 6 back to Rate 14.
- 4. ComEd partially refunded about \$33,000 of our overpayments, for an 18 month period.
- 5. ComEd has repeatedly refused to refund the remainder of our overpayments = \$236,038.
- 6. ComEd was unjustly enriched by their overcharges, at our expense, which they didn't earn.
- 7. See the attached 7 sheets.

Please clearly state what you want the Commission to do in this case:

Compel Commonwealth Edison Company to refund the balance of our overpayments for electricity, for the remaining 98 months, with interest, from the dates of overpayments, which now totals \$236.038.

NOTICE: If personal information (such as a social security number or a bank account number) is contained in this complaint form or provided later in this proceeding, you should submit both a public copy and a confidential copy of the document. Any personal information contained in the public copy should be obscured or removed from the document prior to its submission to the Chief Clerk's office. Any personal information contained in the confidential copy should remain legible. If personal information is provided in your public copy, be advised that it will be available on the internet through the Commission's e-Docket website. The confidential copy of any filing you make, however, will only be available to Commission employees. If you file both a public and confidential version of a document, clearly mark them as such.

Today's Date: April 10, 2008 (Month, day, year)	_ Complainant's Signature:	Deborah A. Habeck President-King's Walk Condo Assn
If an attorney will represent you, please give the attorney's name, as	ddress, telephone number, and e	
When you finish filling out this complaint form, you need to file the or include one copy of the original complaint for each utility company of		
	VERIFICATION	
A notary public must witness the completion of this part of the form	l.	
Deborah A. Habeck	Complainant, first being duly sw	orn, say that I have read the above petition and know
what it says. The contents of this petition are true to the best of my	r knowledge.	
Camplainant's Signature		
Subscribed and sworn/affirmed to before me on (month, day, year)	4/10/08	
Signature, Notary Public, Illinois		"OFFICTION SEAL" REDIVEL PARDO Notary Public, State of Illinois My Commission Expires April 05, 2010

NOTE: Failure to answer all of the questions on this form may result in this form being returned without processing.



To: ILLINOIS COMMERCE COMMISSION

April 10, 2008

Re: KING'S WALK CONDOMINUM ASSOCIATION Kingswalk & Euclid & Plum Grove Rolling Meadows, Illinois 60008

- 1. Soon after our 216 unit "all-electric" King's Walk Condominium Association became aware of ComEd's past electricity billing errors, we sent a 2-page letter dated August 19, 2005 to Commonwealth Edison Company. (See attached)
- 2. Then, eleven months later, ComEd finally changed our rate from the wrong Rate 6 back to the correct Rate 14A on six of our seven accounts beginning on July 20, 2006.
- 3. Then, in July and September 2006, ComEd refunded us only 18 months (out of 116 months) of overpayments, totaling over \$33,000 for six of our seven accounts.
- 4. ComEd has now refused to refund the <u>balance of our overpayments</u>, (for the previous then 98 months); instead, ComEd chooses to keep the remainder of their unearned revenues.
- 5. Then, our King's Walk Condominium Association filed an "Informal Complaint" with the Illinois Commerce Commission via our 2-page letter dated April 13, 2007. (See attached)
- 6. Without any evaluation nor input from the I.C.C., the I.C.C.'s response to our "Informal Complaint" only said what ComEd supposedly said in their letter. (But, nobody at King's Walk nor at Vanguard Management remembers seeing that letter from ComEd). However, neither ComEd nor the I.C.C. has provided a <u>valid</u> explanation of why ComEd rejected our claim nor any reason why ComEd won't return the <u>balance</u> of our overpayments which we incurred <u>prior to 01/22/05</u>.
- 7. Within the I.C.C. letter, dated May 21, 2007, it said that ComEd had "previously settled the matter by agreement with Association's Property Manager, Laura Martyniuk". However, Laura Martyniuk denies that allegation and said that it isn't true. She nor anyone else would have nor could have approved a settlement without the votes of the Board of Directors of the King's Walk Condominium Association along with it being entered into the minutes of a Board meeting.

Also, she nor anyone else would have approved a settlement of only \$33,000 when the total was \$269,038. Also, ComEd would have required an "agreement" to be signed by their customer or by a designated authorized Agent, not by the property manager, if they settled upon a refund to a customer. But, no agreement was ever provided, proposed or executed. ComEd did not state which ComEd employee made such an agreement with Laura Martyniuk nor did ComEd provide us with a copy of any internal entry notes.

- 8. Because of their affirmative defense, ComEd is obligated to provide the evidence for their allegation that they "previously settled the matter by agreement", as stated by an Illinois Commerce Commission Administrative Law Judge in another matter.
- 9. Within the I.C.C. letter, dated May 21, 2007, it says that ComEd said "that the rate would be changed with the September 5, 2006 billing". Actually, the rates were changed on all six accounts, as of July 20, 2006, back to the correct Rate 14. Then, however, ComEd refunded only \$33,000 for the 18 months of overpayments, (from 01/22/05 to 07/20/06). ComEd did not and they now refuse to refund the then prior 981/4 months of overpayments, (from 11/14/96 to 01/22/05).
- 10. Within the I.C.C. letter, dated May 21, 2007, it says that ComEd says that "bill copies were forwarded to Consultant, Marshall Shifrin, in July 2006". We don't know what ComEd is implying with that statement, except that ComEd provided those 18 months of their corrected billings; but, that is another admission that ComEd made mistakes; then corrected their mistakes by changing the six wrongly billed accounts back to Rate 14; which were changed back to the same rate that all six accounts were once correctly billed on; and which was back to the same rate that the seventh account was always correctly billed on.
- 11. Those statements within the I.C.C. letter dated May 21, 2007 are not valid nor relevant. However, even if they were relevant, they would be ComEd's admission of knowing that ComEd owes King's Walk the balance of the overcharges/overpayments plus interest. Therefore, ComEd knew/knows about their obligation and they intentionally refused to refund the balance of King's Walk overpayments while giving no reasons and irrelevant reasons and fabricated reasons to keep our money all in opposition to the I.C.C.'s Public Utility Acts.

Even that Administrative Law Judge with the Illinois Commerce Commission said that ComEd's affirmative defense must be proven with evidence. Therefore, ComEd must provide a copy of the documentation of that conversation when King's Walk allegedly refused an additional refund; and ComEd also must provide a copy of a signed letter which shows that King's Walk refused in writing to accept an additional \$236,038 in refunded overpayments in addition to the already received \$33,000+; and ComEd must also provide a copy of a signed letter requesting to be taken off of Rate 14 and put onto Rate 6; and ComEd must also provide a copy of a fully executed Rate 6 Electric Service Contract. It is a policy and a precedent that ComEd requires a written request and also a signed contract.

- 12. Attached to our "Informal Complaint" letter to the I.C.C., (dated 04/13/07), was a copy of ComEd's electric bills on all seven of our accounts which showed the correct billings on Rate #14, before 11/14/96; then, subsequent bills showed the incorrect billings on Rate #6 within six of our seven accounts after 11/14/96. The seventh account was always billed correctly for 32 years on Rate 14.
- 13. ComEd compounded their egregious mistakes by adding another mistake to it. ComEd even billed us incorrectly while they were billing us on the wrong rate. Although we used over 2,000 Kilowatt-Hours every month, they billed us with "In Lieu Of Demand" charges, which was a violation of the Rate 6 Tariff.

Check #00000589406

& check #00000589407

\$ 7.149.13

\$ 5,562.97

\$32,653.96

14. After ComEd finally admitted that they overcharged us with billings on Rate 6, they partially refunded our overpayments on 6 accounts, stating "Billed wrong tariff", for the 18 month period from 01/22/05 to 07/20/06, which totaled over \$33,000 including Interest. ComEd's refunds for only those 18 months of our overpayments were included within the following ComEd refund checks, etc:

=

July 21, 2006 =

dated July 21, 2006

```
& check #00000589408
                     dated July 21, 2006
                                         = $ 7.425.39
& check #00000589409
                     dated July 21, 2006
                                        =
                                            $ 5,027,15
& check #00000589410
                     dated July 21, 2006 =
                                             $ 1,013.12
& check #00000622204
                     dated Sept 21, 2006 =
                                           $ 1,337,43
& check #00000622205 dated Sept 21, 2006
                                         = $
                                                827.75
& check #00000622206 dated Sept 21, 2006 = $
                                                 62.84
& check #00000622207
                     dated Sept 21, 2006 =
                                            $ 2,897.39
& check #00000622778
                     dated Sept 22, 2006 = $ 259,86
& check #00000622779
                     dated Sept 22, 2006
                                         =
                                           $
                                                205.35
& check #00000622780
                     dated Sept 22, 2006
                                         =
                                           $ 270.57
& check #00000622781
                     dated Sept 22, 2006
                                         = $
                                               195.98
& check #00000622782 dated
                            Sept 22, 2006 =
                                                182.36
& check #00000622783 dated Sept 22, 2006
                                                 41.13
                                             $
+ used credit
                                          =
                                                 89.86
+ used credit
                                                 105.68
```

dated

plus other refund checks for overpayments of Meter Rental charges.

15. Commonwealth Edison Company billed us properly on Rate 14 – "Residential Space Heating Multiple" for the first 21 years from 1975 until 11/14/96 on all seven of our accounts.

But, it was unfair for Commonwealth Edison Company to have overcharged us for our electricity for the 9-2/3rds years (116 mths), from 11/14/96 to 07/20/06, within our "all-electric" condominium complex. ComEd's overcharges imposed an unfair competitive disadvantage to us compared with all other condominiums in the northwest suburban area because it required our residents to pay an unnecessarily higher monthly homeowners assessment, resulting in lower resale prices. "Charging for the incorrect class of service", which resulted in a substantially higher cost for our electricity, is a violation of the 83 Illinois Administrative Code Chapter I Section 280.75 and also a violation of the I.C.C. P.U.A. Article IX Sec. 9-252 ("excessive" and "unjustly discriminatory").

- 16. It is even further unfair for ComEd to initially ignore our request, (in violation of the I.C.C. P.U.A. Article VIII Sec. 8-402), then reject our request, then keep our overpayments, (after letters, faxes, phone calls and meetings; and after we provided them with explanations and evidence). A refund of the <u>balance</u> of our overpayments, with Interest, now totals **\$236,038**.
- 17. For over 21 years, (~252 billing periods), from 1975 until 11/14/96, all seven of our ComEd electric accounts were billed on the correct Rate 14 tariff Residential Space Heat Multiple.

18. But then, ComEd over-charged us for electricity on the wrong rate on six of our seven accounts for almost the next ten years (116 months) from 11/14/96 until 07/20/06.

Those six accounts are:

- 1. #49935 17010
- 2. **#49935 18017**
- 3. #49936 90014
- 4. #49936 91011
- 5. **#49936 92018**
- 6. #**49936 93015**

Our 7th ComEd account, #49932 32012 & (BM21-JY-2644 A) & (BP67-JY-2302 A) & (49932 32003), was always correctly billed on Rate #14A - "Residential Space Heat Multiple" for 32 years from 1975 until 01/02/07.

19. Then, in July 2006, ComEd refunded us \$33,000+ for our overpayments "in charging us for the incorrect class of service", including interest, for only the 18 month period from 01/22/05 to 07/20/06, noting "Billed wrong tariff".

But, we have been waiting in vain for ComEd to **complete** their refund to us; so now, after ComEd violated two tariffs and numerous I.C.C. Public Utility Acts etc., ever since 11/14/96, we demand that Commonwealth Edison Company immediately refund the **balance** of our overpayments to us plus interest, which now totals \$236,038.

- 20. ComEd's violations include:
 - 83 Illinois Administrative Code Section 280.75 Refunds
 - 83 Illinois Administrative Code Section 290.10 Good Faith and Fair Dealing
 - 83 Illinois Administrative Code Section 410.150 Complaints
 - I.C.C. P.U.A. 5/9-252.1 Refunds
 - I.C.C. P.U.A. Article IX Sec. 9-101 & 9-102 & 9-104 Rates
 - I.C.C. P.U.A. Article IX Sec. 9-240 & 9-241 Rates
 - I.C.C. P.U.A. Article IX Sec. 9-252 Rates
 - I.C.C. P.U.A. Article VIII Sec. 8-402 Service Obligations
 - Rate 14 Tariff
 - Rate 6 Tariff
- 21. Based upon ComEd's own calculations, then extrapolating their \$33,000+ partial refund that we already received for our overpayments, for only the 18 month period from 01/22/05 to 07/20/06, (which averages \$1,833/mth), ComEd owes us an additional amount = \$180,092 for the 98½ month period from 11/14/96 to 01/22/05 for over-billing us on the wrong rate ("Billed wrong tariff") on six of our seven accounts; plus another \$31,516 for prior Interest which accumulated during the 38 month period from 01/22/05 to 03/22/08.
- 22. Attached to our "Informal Complaint" to the I.C.C. was the early years' seven accounts' electric billings which showed that our original electricity charges were billed properly on Commonwealth Edison Company's Rate 14 Tariff before 11/14/96. Then, on 11/14/96, without reason, ComEd erroneously and "unlawfully" (see Sec. 9-101) changed six of our seven accounts to Rate #6 General Service Non Time Of Day, which was "prohibited".

But, since Commonwealth Edison Company did not exchange their "Kilowatt-Hour Only" meters, (which was the only type of metering that was needed to bill us properly on Rate 14 since 1975 and which didn't have the capability of recording KWs of demands), for a few months after 11/14/96, they billed us for "In Lieu Of Demand" charges. Those billings were even at a higher average cost per Kilowatt-Hour than ComEd was billing any other customer who should have been billed on Rate 6 — until they exchanged our meters to Cumulative demand meters. ComEd had compounded their mistake by making a second mistake — on each of our six different accounts, which was another violation of the Rate 6 Tariff.

- 23. ComEd has already admitted/agreed that they charged us "for the incorrect class of service" when they changed our rate, on six of our accounts, from Rate 6 back to Rate 14; while they made their mistake even more obvious by always keeping our 7th account on the correct Rate 14.
- 24. ComEd has already admitted/agreed that they charged us "for the incorrect class of service" when they partially refunded over \$33,000 to us for only the 18 month period from 01/22/05 to 07/20/06, which included 6 "summer months".
- 25. Because there is no significant difference between charges on Rate 6 and Rate 14 during the four "summer" months every year, the average overcharge for the remaining eight "non-summer" months per year, for which ComEd already refunded us only \$33,000 is: \$2,750/month. [\$33,000/(18 6 = 12 months) = \$2,750/non-summer month]

Therefore, during the 8 years + 2½ months, from 11/14/96 to 01/22/05, (for which ComEd is now refusing to refund the balance of our overpayments), there were 8+ years of 8 "non-summer" months each year, resulting in an additional amount that is due to us = \$180,180.

 $($2,750/month \times 8 non-summer months/year \times 8.19 years = $180,180)$

- Or, calculating it another way, ComEd's \$33,000+ partial refund to us for only the 18 months, from 01/22/05 to 07/20/06, of King's Walk's overpayments averages to be \$1,833/month. Therefore, \$1,800/month x 98½ months (11/14/96 to 01/22/05) = \$180,092, plus another **\$31,516** for Interest during the past 38 months from 01/22/05 to 03/22/08.
- 26. The I.C.C. Public Utilities Act says that "every unjust or unreasonable charge" is "prohibited and declared unlawful". And the 83 Illinois Administrative Code says that incorrect bills due to an error by a public utility "in charging for the incorrect class of service" (eg Rate 6 vs. Rate 14A) that the "utility shall refund the overcharge with interest from the date of overpayment by the customer", of which began on 11/14/96. (see Sec. 9-101) & (see Sec. 280.75)
- 27. Electricity is the only fuel we've ever used to heat each of our 216 units within our complex, since 1975, and also the only fuel we've ever used to heat all of our public/common areas. As you can see from our billings, our electrical consumption increases dramatically during the winter.
- 28. Our King's Walk Condominium Association has complied with the Illinois Commerce Commission's Public Utility Acts by notifying Commonwealth Edison Company and then the Illinois Commerce Commission within 24 months after we first had knowledge of the incorrect billings.

Today, 04/09/08, we are filing a "Formal Complaint" with the Illinois Commerce Commission.

29.

- a) All seven of our ComEd electric billing accounts for the public/common areas have been owned by and have been the responsibility of King's Walk Condominium Association ever since 1992.
- b) All of our buildings are adjacent and/or contiguous to each other.
- c) All seven ComEd accounts have the same Federal tax I.D. number.
- d) All seven electric accounts are reported to the Internal Revenue Service as one legal entity.
- 30. However, ComEd billed us on seven separate accounts; whereas, we should have been combine-billed on only one account for all seven of our electrical services. Therefore, if we remained on Rate 14A, and if we would have been combine-billed ever since 1992,, we would have saved an additional \$20,430 (\$5,762 + \$16,704 \$2,036 = \$20,430) by having been:
 - a. Billed with only one Customer Charge every month, not seven. Then, our savings would have been approximately \$3,974 plus interest. (~\$3.68/month x (7 1 = 6 accounts) x 12 months/year x 15 years = \$3,974. Upon adding Interest = \$1,788, this overpayment was another: \$5,762.
 - b. Billed for the first 400 Kilowatt-Hour rate step only once not seven times. If we were combined-billed and then billed on the proper Rate 14A, ever since 1992, (from 1993 thru 01/02/07 = ~168 months) we would have saved ~4 cents/KWHr, because we would have gone through the first 400 Kilowatt-Hour rate step only once, at ~8.5 cents, and not seven times, before we reached the ~4.5 cents per Kilowatt-Hour cost for all of our remaining usage during the eight non-summer months every year. That savings would have been approximately = \$11,520 plus interest. (400 KWHrs/month x 6 accounts x 8 months/year x 15 years x 4 cents/KWHr = \$11,520) Upon adding Interest = \$5,184, this overpayment was another: \$16,704.
 - c. Billed \$1.30 per month more for meter rental charges for each of our six accounts. This would have been worth the cost considering the additional savings we would have gained if we were billed properly with combine-billing on the proper rate. That increase cost would have been = \$1,404 plus interest.

 (\$1.30/month x 6 accounts x 12 months/year x 15 years = \$1,404)

 Upon adding Interest = \$632, this underpayment was: -\$2,036.
- 31. Therefore, in violation of the I.C.C. P.U.A., Article IX Sec. 9-252, ComEd discriminated against us by charging us more for the total amount of electricity that we consumed than they charged any other customer who used the same amount of electricity but whose usage was added together and combined-billed onto one account; or whose usage was recorded onto a single meter with one account.
- 32. Even as of today, two of our seven accounts, (#4993690014 and #4993693015), are still not on the lesser-cost, although incorrect rate, of "Commercial Blended with Space Heating"; they are just only on ComEd's "Commercial Blended" rate, without "Space Heating".
- 33. Furthermore, even after ComEd corrected their wrongly billed rates (in July 2006), they originated the same mistake again, on 01/02/07, by billing us on two different wrong rates.
 - Even as of today, we are still not being billed on the proper rate, because in accordance with "220 ILCS 5/16-103.1 new", we should be on ComEd's "Residential Blended Space Heat Multiple", on all seven of our accounts, beginning on 01/02/07, but we are not.

- 34. Also, in accordance with ComEd's "RIDER CABA" "COMMON AREA BILLING ADJUSTMENT", we were given a "Common Area Special Credit" for only 5 of our seven accounts. The two accounts not given credits are: #49936 90014 and #49936 93015; since they are not only not on the Residential Blended with Space Heat rate, they are not even on the wrong rate of Commercial Blended with Space Heat. Another \$4,000 should have been credited us.
- 35. ComEd billed us on the wrong tariff; used the wrong metering; billed us separately vs. combined billing; admitted their mistake; changed our rates; but only partially refunded our \$269,038 of total overpayments and they are now billing us on two different wrong rates.
- 36. To this seven page letter, we are attaching a copy of ComEd's electric billings from as early as 06/17/94 thru 06/20/06, for each of our seven accounts, including some missing electric billings that were recreated using ComEd's own actual data.
- 37. In summary, the total amount that is now due to us from ComEd for the balance of our overpayments, beginning on 11/14/96, including allowed Interest, is: \$236,038. (\$180,092 + \$31,516 + \$20,430 + \$4,000 = \$236,038)
- 38. Please have ComEd finally refund the balance of all of our overpayments for the remaining 98 months; then combine bill all seven of our accounts; then change our rate to "Residential with Space Heat".

Deborah Habeck - President
KING'S WALK CONDOMINIUM ASSOCIATION

% Vanguard Community Management Attn: Christine Evans 50 E. Commerce Drive - #110 Schaumburg, Illinois 60173

Ofc: (847) 490-383 Fax: (847) 490-9807